



Pullman Leasing Company

RECORDATION NO. 7454 Filed 1425

OCT 29 1982 10 40 AM

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

INTERSTATE COMMERCE COMMISSION

October 27, 1982

2-302A048

Secretary
Interstate Commerce Commission
1900 L Street N.W.
Washington, D.C. 20036

No. 10.00
Date OCT 29 1982
ICC Washington, D.C.

Re: Filing
Supplemental Agreement
Dated as of July 15, 1982
Equipment Trust Agreement
Dated as of April 1, 1974
(Series 5)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of July 15, 1982 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of April 1, 1974 between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee"), and Pullman Transport Leasing Company. The Agreement was filed with the Commission on March 26, 1974 and was assigned Recordation Number 7454.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of May 15, 1981 was filed with the Commission on August 26, 1981 and was assigned Recordation Number 7454-H.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

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OCT 29 10 35 AM '82

RECEIVED

William D. McMan
(Curry)

Secretary - Interstate Commerce Commission
October 27, 1982
Page 2

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

A handwritten signature in cursive script, reading "William O. Eldridge". The signature is written in dark ink and is positioned above the printed name and title.

William O. Eldridge
Attorney

WOE/drs
Enclosures

RECORDATION NO. 7484 FILED 1425

EXECUTED IN 6 COUNTERPARTS OCT 29 1982 - 10 40 AM

COUNTERPART NO. 3

INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 5)

SUPPLEMENTAL AGREEMENT NO. 8

Dated as of July 15, 1982

TO

EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 8

EQUIPMENT TRUST AGREEMENT

DATED AS OF APRIL 1, 1974

(Series 5)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of July 15, 1982, by and between The Chase Manhattan Bank (National Association), a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement dated as of April 1, 1974 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so supplemented and amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, through a typographical error, car numbered PTLX 34198 was reported as having been destroyed when, in fact, the car that was destroyed was car numbered PTLX 34189; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Trust Equipment, as defined in the Equipment Trust Agreement, which has value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement No. 1 dated April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of December 4, 1979; Supplemental Agreement dated as of February 26, 1981; and Supplemental Agreement No. 7 dated as of May 15, 1981; and

WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to correct such typographical errors and to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:

1. The 4750 cu. ft., 100-ton capacity, covered hopper car bearing car number PTLX 34198 which was erroneously reported in Supplemental Agreement No. 7 dated as of May 15, 1981 as having been destroyed is hereby reinstated on Schedule A to the Equipment Trust Agreement and the 4750 cu. ft., 100-ton capacity covered hopper car bearing car number PTLX 34189 which should have been deleted from Schedule A to the Equipment Trust Agreement is hereby deleted therefrom.

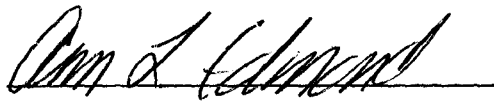
2. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1980. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.

3. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

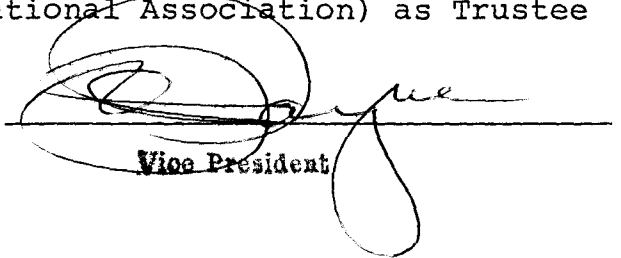
IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:


Assistant Secretary

The Chase Manhattan Bank
(National Association) as Trustee

By:

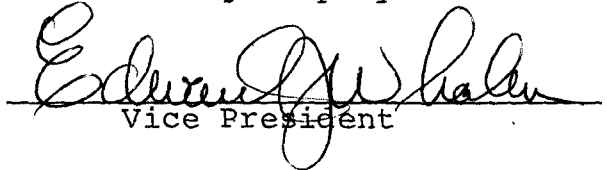

Vice President

Attest:

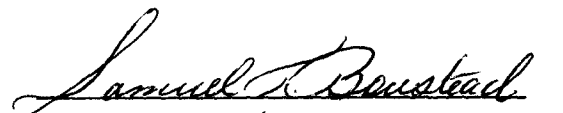

Assistant Secretary

Pullman Leasing Company

By:

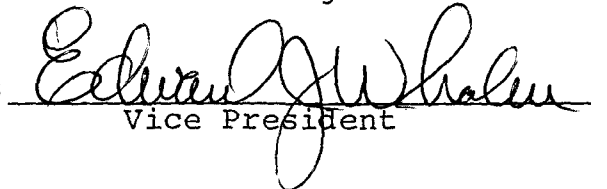

Vice President

Attest:


Assistant Secretary

Pullman Rail Leasing Inc.


By:


Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dorothea R. Steckley, a Notary Public in and for such County and State, do hereby certify that E. J. Whalen, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and S. T. Boust personally known to me to be an Assistant Secretary of said corporations, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of July 1982.


Notary Public

My commission expires: February 25, 1984

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Philip G. Kane, Jr., a Notary Public in and for such County and State, do hereby certify that J. A. Payne, personally known to me to be a Vice President of The Chase Manhattan Bank (National Association) and Ann L. Edmonds personally known to be an Assistant Secretary of said Bank, and personally known to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as a Vice President and an Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of July 1982.


Notary Public

My commission expires:

PHILIP G. KANE, JR.
Notary Public, State of New York
No. 03-4737479
Qualified in Bronx County
Cert. Filed in New York County
Commission Expires March 30, 1983

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

| <u>Quantity</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Value</u> | <u>Equipment first put into use no later than</u> |
|-----------------|---|---|---------------------|---|
| 1 | 4750 cu. ft., 100-ton capacity covered hopper car | PTLX 33980 | \$ 25,187.30 | 7/73 |
| 1 | 4750 cu. ft., 100-ton capacity covered hopper car | PTLX 34150 | 27,027.73 | 9/73 |
| 8 | 4750 cu. ft., 100-ton capacity covered hopper cars | PTLX 34313, 34395 34613, 34625 34631, 34638 34657, 34673 | 214,607.61 | 10/73 |
| <u>1</u> | 4750 cu. ft., 100-ton capacity covered hopper car | PTLX 34691 | <u>26,687.87</u> | 11/73 |
| <u>11</u> | | | <u>\$293,510.51</u> | |

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

| <u>Quantity</u> | <u>Description</u> | <u>Car Numbers</u> | <u>Original Cost</u> | <u>Value</u> | <u>Equipment first put into use no later than</u> |
|-----------------|---|----------------------------|----------------------|---------------------|---|
| 1 | 23,500 gal. coiled and insulated tank car | PLCX 224020 | \$ 48,085.00 | \$ 43,613.10 | 10/79 |
| <u>6</u> | 23,500 gal. coiled and insulated tank cars | PLCX 224021 thru 224026 | <u>288,510.00</u> | <u>262,544.10</u> | 11/79 |
| <u>7</u> | | | <u>\$336,595.00</u> | <u>\$306,157.20</u> | |